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Current Topics.

Judicial Committee of the Privy Council. Michaelmas List.

An increase in the number of appeals compared with that for the corresponding term last year which, as noted last week, is recorded in the case of the Court of Appeal, is also to be recorded in regard to the Judicial Committee of the Privy Council, which resumed its sittings last Thursday. The present list, which shows a total of 53 appeals, compared with 36 for the corresponding term a year ago, contains 30 appeals from India, 12 from Canada, 3 from Australia, 3 from Ceylon, 2 from New Zealand, 2 from the West African Court of Appeal and 1 from Trinidad. Six judgments await delivery.

Central Criminal Court: October Sessions.

The October Session of the Central Criminal Court opened at the Sessions House, Old Bailey, on Tuesday, with a list of 102 persons for trial or sentence. An analysis of the cases set down for hearing at the beginning of the week showed three murder charges, two charges of manslaughter, five of wounding or causing grievous bodily harm, one of robbery with violence, one of assault with intent to rob, one of perjury, two each of demanding money with menaces, forgery, and fraudulent conversion, and one each of coining, alleged bribery and conspiracy to defraud. The calendar also included six charges of breaking and entering, one of unlawfully making use of an imitation firearm with intent to resist lawful apprehension, two of bigamy, one offence under the Bankruptcy Acts, three against the Post Office, and also a charge against three men of conspiring with other persons unknown to cheat and defraud Lloyd's underwriters. There is also the case in which two brothers are charged with stealing a fishing vessel, another in which the accused is charged with "making notes calculated to be or intended to be directly or indirectly useful to an enemy for a purpose prejudicial to the safety or interests of the State," while in a third which may be selected for individual mention two police constables are charged with conspiring together and with other persons unknown to bring a false charge against a named person. Cases in the High Court Judge's list are being dealt with by Singleton, J., who took his seat on Wednesday.

Reform in the Law Courts.

That all is not well in the working of the judicial machine is obviously the considered view of the writer of the article in *The Times* of last Saturday, bearing the heading, "Reform in the Law Courts," wherein he incidentally ventures to hint that not infrequently hearings are protracted unduly by the fact that judges are apt to forget that counsel are there to argue before them, and not with them. Certainly some judicial dignitaries fail to keep in mind the wise words of Lord Chancellor Bacon, that "an over-speaking judge is no well-tuned cymbal." The writer's main thesis, however, is that at the moment the Court of Appeal is overburdened, and that the effort which has been made to cope with the extra work cast upon it by recent legislation and administrative changes has only resulted in the periodical requisitioning of one or more of the puisne judges to man a third Court of Appeal. Is there any remedy for this state of things? The writer of the article referred to puts forward the suggestion that appeals from county courts, which recently were transferred from the King's Bench Division to the Court of Appeal, should be re-transferred to the Divisional Courts. In the past a grave objection to the hearing of these appeals in the King's Bench Division was the fact that the court was constituted of two judges only, with the possibility, which occasionally was realised in fact, of a divergence of judicial opinion and the dismissal of the appeal. If the suggestion that county court appeals should be re-transferred to the King's Bench Division, the Divisional Court appointed from time to time to hear them should certainly be constituted of three judges, and their decision should be final. There must be an end of litigation somewhere, and in county court cases, important as some of them are, a double hearing, once before the county court judge, and then by a court consisting of three judges of the King's Bench Division, should be held to be sufficient. If Parliament continues to increase the work of the appellate courts, it is obvious, unless reforms somewhat on these lines are carried out, that instead of the occasional sitting of what without disrespect may be called a scratch third court, it will be necessary to set up a permanent third section of that tribunal.

Crime: Increase in Juvenile Offences.

Sir Alexander Maxwell, Deputy Under Secretary of the Home Office, made some interesting and informative observations concerning the prevalence and incidence of crime some ten days ago when he addressed members of the Howard League for Penal Reform at a meeting held at the Comedy Restaurant, London, at which Mr. Claud Mullins presided. Statistics, he said, offered no ground for the idea that crimes of violence had been increasing in recent years. During the last twenty to twenty-five years there had been no

increase in such crimes; on the contrary, the general tendency had been towards a decrease. The speaker drew attention to the fact that a large proportion of persons found guilty of crimes were young people, the most recent figures showing that one-third of the offenders were under seventeen years of age, and nearly one-half under twenty-one. Youth, he said, had always been more lawless than age, but it was noteworthy that while the number of young persons brought before the courts had been increasing in recent years there had been no corresponding increase among adults. The increase of offences by juveniles—dishonesty was cited as a class of offence now less common among adults but more common among juveniles—was, it was intimated, marked by a steep rise after the passing of the Children's Act in 1933, which was followed by another in the following year. It was pointed out that a similar increase occurred after the passing of previous Children's Acts, which had resulted in a greater tendency to charge children and, it was thought, must be attributable to some extent to the vigilance displayed by the police and other authorities in discovering child offenders. It was emphasised that the tendency to increased lawlessness among children was not reflected in the figures for adults—a fact which made it clear that children did not persist in their offences when they reached adult life and, it was urged, showed that the method of the courts in dealing with them had been very largely effective.

Criminal Statistics.

THE speaker also made reference to the new method which is being adopted in the preparation of criminal statistics in order to enable them to be published earlier than at present. Under the new system there will not, it was indicated, be such a lapse of time between the year dealt with and the date of the issue of the figures, and it is hoped that these will be of more practical value in consequence. The aim before those responsible for this change is that criminal statistics shall eventually be ready within two or three months of the end of the year with which they are concerned. But, the speaker intimated, the new system could not be got going all at once. Interesting particulars were given of the kinds of offences which are most prevalent. The small proportion of the graver offences to the total was illustrated by the fact that, according to the figures, only 1 per cent. of the offenders go before a jury, and that the remaining 99 per cent. are dealt with by magistrates. Moreover, of a sample 100 cases of persons charged with non-indictable offences, 51, it was said, were charged with traffic offences. Offences against the highway code were about six times more numerous than thefts. Only 10 per cent. of offenders were guilty of crimes. As regards all other offences, the speaker explained that during the last twenty to twenty-five years there had been an enormous improvement. The number of persons charged with non-indictable offences, other than traffic offences, had diminished by at least half—a fact which was exhibited as reflecting an improvement in the conditions and social behaviour of the people of this country. The great bulk of crimes were against property, theft and false pretences accounting for 92 per cent. of the persons found guilty of indictable offences. While small thefts were, it was said, quite numerous, large robberies were comparatively rare.

One Hundred Miles an Hour.

AN aspect of the road problem with which we have not hitherto specifically concerned ourselves in this column formed the subject of the very interesting presidential address which was delivered by Capt. J. S. IRVING at a meeting of the Institution of Automobile Engineers last Tuesday week. Our concern with the problem is naturally confined to its legal side, whether legislative, administrative or judicial, and if we now allude to the feasibility of making suitable provision for the general attainment of a far higher road speed than is possible under existing conditions, it is because this aspect of the problem appears likely in the near future to assume practicable importance, with consequent repercussions in the legal sphere. In the course of the address just alluded to, the speaker urged that the main highways should be designed to allow of speeds of at least 100 miles an hour, and that it should be possible to maintain this speed for long periods. The majority of the motoring public, he said, had no objection to speed as such, but only to the hazards of the present road and traffic conditions which rendered high speed unsafe. Where suitable roads and conditions were available the general public would accept an average of 75 to 100 miles an hour with less fuss than they did the present arterial road average of about 40 miles an hour. Speeds of 100 miles an hour at Brooklands were infinitely less exciting than 40 miles an hour on some of our roads. The speaker recognised that a high degree of concentration on the driver's part would become necessary at the higher speeds contemplated in view of the fact that with the normal human reaction, which he stated was approximately 0.4 of a second, a distance of at least 58 feet would have been traversed at 100 miles an hour between thought and action under emergency conditions, even if no further lag was caused by the driver's inattention. The speaker advocated the provision of roads suitable for such speeds. On properly designed roads, he said, it should be almost impossible for accidents to happen unless caused by gross negligence on the part of the drivers. The only possible action on the part of the Government was to take such steps as would facilitate this development instead of attempting to hinder progress by restrictive and irritating regulations. He urged that the great advantage of the new highways would be that emergency conditions would seldom arise, while the strain of driving at the higher speed envisaged would probably be less than that now experienced under present conditions at less than half the speed.

The Limits of Progress.

WE are far from endorsing all the remarks made by the speaker whose address forms the subject of the foregoing paragraph, but they present, not for the first time, a point of view which has the merit of seeking a solution by other than purely restrictive means. It might be thought that human ingenuity which has developed the internal combustion engine to its present pitch of efficiency would be equal to the task of providing by roads full opportunities for its exploitation. In practice, however, it is only too common to find progress, particularly mechanical progress, in one direction stultified by impossibility of advance in another. That advance in road planning is possible cannot be doubted. Whether that advance is capable of being brought to the stage where a road speed of 100 miles an hour could be permitted with safety, proper provision being made *inter alia* for ingress and egress, is quite another matter. It is still more doubtful whether such roads, granting their possibility, would be equal to providing opportunity for the full exercise of such further progress as may be made in engine design, and if they did not the era of restriction would have dawned once more. Moreover, there are considerable practical difficulties. The provision of such roads would appear to involve far greater expenditure than any hitherto devoted to the purpose. Highways of the type contemplated would necessarily run as far as possible straight from one place to another, and apart from costly engineering works the sums which would have to be discharged by way of compensation for lands compulsorily taken would, if due regard were paid to the rights of the owners, be enormous. The provision of roads suitable for high speeds, though not necessarily as high as Captain IRVING contemplated, is, however, plainly desirable, not the least from the point of view of road safety, and in this connection real improvement may, it is thought, be expected with some confidence from the taking over by the Ministry of Transport of the main traffic routes of the country.

Cost of Road Lighting.

We have with some frequency drawn attention in these columns to the dangers inherent in the inadequate lighting of streets, and particularly to the undesirability of frequent changes in the standard of lighting not infrequently occasioned by the fact that different authorities are responsible for the illumination of contiguous stretches along the main traffic routes and take different views of the degree of lighting suitable. In a recent letter to *The Times*, Mr. George G. Mitcheson, M.P., referred to another aspect of the same problem—one, moreover, which is likely to have an important bearing on its ultimate solution in practice—that of cost. The writer of this letter had in mind, however, a more ambitious scheme than any to which we have hitherto alluded, namely, the proper lighting from end to end of those trunk roads for which the Ministry of Transport is shortly to acquire responsibility. The capital cost of the installation of proper lighting on roads where electric mains are now in existence is estimated at not more than £500 a mile, the cost of maintenance at not more than about £250 per annum, while the cost of current at an average charge of 1d. per unit with the lights on for 4,000 hours in a year, would not, it is urged, exceed £250 a mile. Applying these estimates to the 4,000 miles of trunk roads not already lighted, it is estimated that the cost of installation, apart from the laying of cables where these are not available, would not exceed £3,200,000, while the annual cost for maintenance and current would amount to some £2,000,000. As to the laying of mains along those parts of trunk roads not already equipped, it is emphasised that nothing would do more to hasten rural electrification than the laying of mains for road lighting, because current would then be immediately and conveniently available to large numbers of people to whom it is an urgent need. The writer of the letter states that the programme outlined seems to be one well within the capacity of the growing revenue of the Road Fund, and one which should meet with universal approval. Tribute is paid to the great progress now in evidence in the improvement of the illumination of important roads in and on the outskirts of large towns, many of these being so well lighted that there is no necessity for any motorist to use headlights. This, as it is rightly pointed out, at once eliminates a very considerable source of danger, while at the same time permitting higher average speeds and thus avoiding acute congestion, particularly on Saturday and Sunday evenings. The benefit of the provision of such a standard of illumination throughout the entire length of trunk roads need not be laboured here. Whether even on the figures quoted the expense would be justified is another matter.

Paying Patients: A New Statute.

Readers' attention may perhaps be drawn to the provisions of the Voluntary Hospitals (Paying Patients) Act, 1936, a short statute, which, under certain conditions and subject to a number of limitations, empowers a voluntary hospital—defined as "an institution (not being an institution carried on for profit or which is maintained wholly or mainly at the expense of the rates) which provides medical or surgical treatment for in-patients"—to provide accommodation and treatment for paying patients. Substantially the Act enables the committee of management of a voluntary hospital to provide and maintain on such land from time to time belonging to them such new buildings or such existing buildings of the hospital (or part of either) such and so many beds therein and for such period as the Charity Commissioners may on the application of the committee from time to time by order authorise for the accommodation and treatment of patients who are able and willing to make payment therefor, and this notwithstanding existing trusts, etc. Scales of charges may be fixed by such orders to meet the needs of those who though unable to meet the full expenses of the hospital for their accommodation and maintenance are in a position to make some payment and, where this is done, priority is to the extent indicated to be given to such patients. The Act contains provisions, incapable of brief summary here, for the protection of existing trusts and authorises the Charity Commissioners to make rules in relation to applications for orders and proceedings in connection therewith. The Act does not apply to Scotland or Northern Ireland. Those desiring to pursue the matter further may be referred to a pamphlet entitled "The Voluntary Hospitals (Paying Patients) Act, 1936—an Explanatory Memorandum prepared by King Edward's Hospital Fund for London and the British Hospitals Association on the Act" (Geo. Barber and Son Ltd., 6d.). The Bill was promoted by the Fund aforesaid in co-operation with the British Hospitals Association, and the object of the memorandum is to summarise for the use of hospitals such practical information about the scope and provisions of the Act as the promoters acquired during the drafting of the Bill and its passage through Parliament. In addition to the explanatory matter the pamphlet sets out the Act and the memorandum attached to the Bill as introduced into Parliament.

Tithe Act, 1936: A Reminder.

Practitioners are reminded that the particulars required by s. 5 of the Tithe Act, 1936, to be transmitted in the prescribed form to the Tithe Redemption Commission in respect of every tithe rent-charge extinguished by the Act must be sent on or before the 31st October. Failure to transmit the required particulars on or before the said day may result in the reduction or total loss of the compensation which normally is to be made in respect of the extinguishment. The importance of the provisions of the section to all persons interested in any tithe rent-charge and to their legal advisers need not, therefore, be emphasised. As has already been stated in our columns (80 Sol. J. 739), forms in which the required particulars must be transmitted were prescribed by the Tithe Rentcharge (Extinguishment) Rules, 1936 (S.R. & O. 1936, No. 775), obtainable from H.M. Stationery Office or through any bookseller, price 2d. Prints of Forms I and II referred to in the schedule to the said Rules may be obtained free of charge on application to the Tithe Redemption Commission, Eagle House, 90–96, Cannon Street, London, E.C.4.

Recent Decisions.

In *Barbanell* v. *Naylor* (*The Times*, 14th October) a Divisional Court upheld a decision of an alderman of the City of London to the effect that an article written by the respondent and published in the *Sunday Express* did not constitute the offence of professing to tell fortunes contrary to s. 4 of the Vagrancy Act, 1824. The Lord Chief Justice intimated that he agreed with the alderman in holding that statements addressed generally to all readers of articles and to those born on a particular day did not amount to the professing to tell the fortune of any individual.

In *King* v. *The Lord Bishop of Truro* (*The Times*, 26th September), the Vacation Court made an order restraining the defendant from instituting an incumbent to a benefice pending compliance with the requirements of the Benefices (Exercise of Rights of Presentation) Measure, 1931. Section 1 of that measure requires notification of the vacancy or impending vacancy of a benefice to the parochial church council, and Lewis, J., held that the defendant was not absolved from complying with that provision by the fact that there was (as his lordship held) no parochial church council because there was a method by which he could remedy the defect. A contention that since the passing of the Representation of the Laity Measure, 1929, every parish had a parochial church council (and that due notification has been given) was negatived.

The Statute of Westminster and the Right of Appeal to the Privy Council.

[Contributed.]

In 1929 there appeared in The Solicitors' Journal an article dealing very fully with the position as it then was of the Right of Appeal from the courts of the Dominions to the Privy Council (73 Sol. J. 825). The article dealt, first of all, with the Right of Appeal, properly so called, and pointed out that no Right of Appeal to the Privy Council existed from decisions of the courts in the Dominions unless and until such a right had been expressly given. In the several Imperial Acts containing the grants of the Constitutions to the various Dominions, in some cases the Right of Appeal had been given and in other cases it had been withheld. The article then proceeded to deal with a matter very different in its nature, namely, the right to petition to the Privy Council for leave to appeal. It was stated that this was a matter of prerogative and that no Dominion Legislature was competent to interfere with such prerogative unless such a right had been expressly given in the grant of constitution. Three of the Dominions, namely South Africa, Australia and the Irish Free State had power to amend their constitutions but only in the case of South Africa (1909) and Australia (1900) are to be found the particular words which enable these Dominions not only to amend their constitutions but to amend them in such a way as to affect the exercise of the prerogative right of petitioning to the King in Council for special leave to appeal. The Irish Free State Constitution contained no such words, and so the power did not exist. Of the two Dominions who had the power to bar the prerogative in this way, namely, South Africa and Australia, neither had chosen to exercise it. Apart from that, it was pointed out that any interference with such prerogative right would have to emanate from Imperial Parliament, and precise wording to that effect was necessary.

That is a brief statement of the position as it was in 1929. Since then, however, fundamental changes have taken place, caused both by Statute and by decision, and it may be advantageous to examine the present state of affairs appertaining to this very vexed and important question of appeal from Dominion Courts to the Privy Council.

Before enumerating the change, it is essential to note the fundamental principles of Constitutional Law which from all time have governed matters of this kind, especially as they are found to be the basis of the more recent decisions on the subject.

It has always been held that if Imperial Parliament chooses to delegate its authority to a Dominion Legislature, once that delegation has been made then within the ambit of the power given the Dominion Parliament is supreme. The Dominion Legislature are not then exercising delegated powers but are an authority as supreme as Imperial Parliament (*Attorney-General for Ontario* v. *Attorney-General for Canada*; *Hodge* v. *The Queen*; *Attorney-General for Canada* v. *Cain*).

At the time, however, when the subject was last discussed in this journal, namely 1929, there were restrictions upon Dominion Legislatures, not restrictions specifically imposed but restrictions upon their powers naturally consequent upon those legislatures being subordinate to the Imperial Parliament. Then also under the Colonial Laws Validity Act, 1865, any colonial law was invalid if it was found to be repugnant to any Act of Imperial Parliament. So also no Dominion could legislate in any way which would be extra-territorial in its effect. Dominions were entitled to legislate within the limits of their own geographical borders but not further. So also no Dominion Legislature could legislate contrary to the Common Law of England and so on. These were restrictions naturally attaching to a Dominion Legislature. Subject however to these restrictions, the maxim was well established that once Imperial Parliament had given the Dominions any legislative power, then, in the exercise of that power, that Dominion was supreme and answerable to no one.

An interesting point arose in the case of *Nadan* v. *The King* [1926] A.C. 482. There the Judicial Committee had to consider a section of an Act passed by the Dominion Legislature of Canada in 1888. The purported effect of the section was to bar any appeal from any court in Canada to the Privy Council in any criminal case. Criminal law had been delegated to the Dominion Legislature by s. 91, sub-s. (2) of the British North America Act, 1867. By s. 101 of the same Act, the Dominion Parliament was given power to create an appeal court for Canada, and this it did, both for criminal and civil jurisdiction, by an Act of 1875 and by that Act the decisions of such appeal court were to be final and conclusive except for the exercise of the prerogative right to petition for special leave to appeal to the Privy Council. The question was whether it was competent to the Dominion Legislature to bar the right of appeal to the Privy Council in any criminal matters. It is a strange thing that the point had not arisen for decision before 1926. However, the Judicial Committee held that the section so far as it purported to bar any appeal to the Privy Council in criminal cases was bad, and this for two reasons, firstly it was repugnant to an Imperial Act, namely the Judicial Committee Acts of 1833 and 1844, and, secondly, because its operation might extend outside the Dominion, i.e., it offended the rule forbidding extra-territorial legislation. The section was certainly contrary to Imperial Acts, namely the Judicial Committee Acts of 1833 and 1844, Acts which regularised the practice to be observed in appeals to the Privy Council. The second basis for the judgment has been the subject of comment in later cases, it being said that the geographical test was one of form, not of substance.

The " prerogative right of the King in Council " was further acknowledged in the case of *The Performing Right Society Ltd.* v. *Bray Urban District Council* [1930] A.C. 377; 74 Sol. J. 284, where it was referred to as " part of the Law practice and constitutional usage between Imperial Parliament and the Dominions." Both these cases, however, acknowledge that Imperial Parliament could, by words sufficiently clear, enable a Dominion Parliament to bar such a prerogative right. Such words are found in the South African and Australian Constitutions, but the power given by them have so far not been used.

And so the law stood until the Statute of Westminster, 1931 was passed. With the passing of this Act were to come great changes—changes which could not have been unforeseen. The Statute of Westminster was passed as a result of the Imperial Conference of 1930, at which all six Dominions were represented. A resolution was passed at that conference, and a glance at the resolution leaves no doubt as to its intentions, or the nature and effect of the Act necessary to put it into effect. The resolution states " the members of the British Commonwealth of Nations are autonomous communities equal in status and in no way subordinate to each other." In the report of that conference it is stated that " it is no part of the policy of H.M. Government in Great Britain that questions effecting judicial appeals should be determined otherwise than in accordance with the wishes of the part of the Empire principally affected."

If, however, there was any doubt whatever as to the ideas underlying such resolutions, such doubt is set at rest on a perusal of the sections of the statute which followed.

The Statute of Westminster, 1931, in its principal provisions enacted as follows:—

" Sec. 2.—(1) The Colonial Laws Validity Act, 1865, shall not apply to any law made after the commencement of this Act by the Parliament of a Dominion.

" (2) No law and no provision of any law made after the commencement of this Act by the Parliament of a Dominion shall be void or inoperative on the ground that

it is repugnant to the law of England, or to the provisions of any existing or future Act of Parliament of the United Kingdom or to any order, rule or regulation made under any such Act, and the powers of the Parliament of a Dominion shall include the power to repeal or amend by such Act, order, rule or regulation in so far as the same is part of the law of the Dominion.

"Sec. 3. It is hereby declared and enacted that the Parliament of a Dominion has full power to make laws having extra-territorial operation."

By s. 7 of the Act, the balance of power between the Dominion Legislature and the Provincial Legislatures in Canada as set out by ss. 91 and 92 of the Act of 1867, was maintained. These provisions were essential to put into effect the resolution of the Imperial Conference, namely, to make the Dominions autonomous, and the obvious effect of the Act would appear to be to give the Dominions sovereign powers. However obvious the Act may appear to be, it has been the subject of two recent decisions of the Privy Council where the whole subject matter has been exhaustively reviewed in the light of the present changes. Both these decisions reiterate the fundamental principles applicable to the whole question, and apply them to the new position. It is essential to refer to these decisions.

In 1933 the Irish Free State Legislature, not unexpectedly, took advantage of the 1931 Statute and passed the Constitution (Amendment No. 22) Act the purported effect of which was to bar the right of appeal to the Privy Council. The validity of the Act was raised before the Privy Council in 1935 under the style of "*Moore* v. *Attorney-General for the Irish Free State*" ([1935] A.C. 488). The validity of this Act depended primarily upon the validity of another Amendment Act passed by the same Legislature which provided that the Constitution of the Irish Free State could be amended "outside the scope of the Treaty of 1921." Had the earlier amendment Act not been passed, the later amendment would certainly have been bad because to bar the prerogative right to petition to the Privy Council for leave to appeal was certainly and specifically contrary to that treaty. So both provisions came up for review by the Judicial Committee. It was held that both were valid amendments to the Constitution and the broad basis of the decision was that the treaty had been incorporated in the Irish Free State (Agreement) Act, 1922, and this was an Act of Imperial Parliament. Accordingly, the Irish Free State Legislature were supreme within the scope of the powers of the Act and the fetters upon the exercise of the powers which had existed prior to 1931, namely, those contained in the Colonial Laws Validity Act, &c., had now been removed by the Statute of Westminster of that year. In other words, the Irish Free State was now free to abrogate the treaty and legislate contrary to Imperial Act.

A similar decision was reached in the case of *British Corporation* v. *The King* [1935] A.C. 500, in which the Privy Council had to decide the section of the Criminal Code of Canada, which had been held bad in the case of *Nadan* v. *The King* [1926] A.C. 482, and which had been repealed but re-enacted word for word since the passing of the Statute of Westminster of 1931. This had provided, it will be remembered, that there was to be no appeal to the Privy Council from any court in Canada in any criminal matter (criminal law being one of the powers vested exclusively in the Dominion Legislature by s. 91 of the 1867 Act). Obviously in the judgment in this case, the decision in the similar case of *Nadan* v. *The King* was carefully considered, and it was said that the latter case had been decided on the grounds, firstly, that the provision was contrary to an Imperial Act (namely, the Judicial Committee Acts, 1833 and 1844), and was therefore bad; and, secondly, it would have extra-territorial effect in its operation, and so was bad. But since that case, both those fetters had been removed, and it now remained to be decided as to what power the Dominion Legislature had to bar the prerogative right of appeal to the Privy Council in the absence of those restrictions. The effect of the judgment was that, within the scope of the powers enumerated in s. 91 of the 1867 Act, the Dominion Legislature of Canada was supreme. So also were the Provincial Legislatures within the scope of the powers assigned to them by s. 92 of the same Act. Therefore it depended now solely upon the wording of the Imperial Act as to what rights any legislative body had. The words of the Act in each case prescribed the scope of the powers and the area within which they could legislate. It was held in this case that s. 91, although it did not say so in express words, did, by necessary implication, include a grant to the Dominion Legislature of the power to bar the prerogative right. Procedure in criminal cases "obviously must include the right to govern appeals." The effect of the two decisions has been to affirm principles laid down in old cases and apply them to the new position created by the removal of the old restrictions upon Dominion Legislatures.

It is easy to conclude in reading these decisions that the Dominion Legislatures are now supreme legislative bodies without any limitations whatever on their powers. The decisions, however, do not actually go as far as that. In the last case referred to the court pointed out that the decision dealt only with the position with reference to that particular branch of the Canadian law, namely, criminal appeals. By this was meant, and it is very important, that you must still look to each specific Act to determine the powers given. Upon that alone depend the rights of the various Dominion Legislatures and Provincial Legislatures. Interesting questions are still to be determined; for instance, is the Dominion Legislature in Canada able to bar the right of appeal to the Privy Council in respect of matters which are assigned to the provinces by s. 92 of the 1867 Act?

Company Law and Practice.

Delegation of Powers to Directors.

Four and a half years after it was decided, the Incorporated Council of Law Reporting for England and Wales has given us a report of *Worcester Corsetry Limited* v. *Witting* [1936] 1 Ch. 640. Lest my readers should jump to a wrong conclusion from my opening words, let me hasten to add that I make no suggestion that "*Parturiunt montes, nascetur ridiculus mus*"—the only wonder is that such a case should not have been officially reported at the time of its decision, for it is one of considerable interest to the company practitioner.

There can be few who have occasion to deal with any regularity with the affairs of companies from the legal aspect, who have not been called upon to consider the questions which arise out of the delegation to the directors by the articles of association of a company of powers which would otherwise inhere in the company in general meeting: and particularly the question as to whether, if a power is by the articles delegated to the directors, the company has and may exercise a concurrent power. In this connection one never gets very far without coming up against *Blair Open Hearth Furnace Co.* v. *Reigart* [1913] 108 L.T. 665 (astonishing that this case never attracted the favourable attention of the ponderously named body referred to at the beginning of this article), a decision of Eve, J., in which he held, on the particular articles of association, that the power of appointing additional directors was in the board alone, and could not be exercised by the company in general meeting.

Worcester Corsetry Limited v. *Witting*, *supra*, which is a decision of the Court of Appeal (Lord Hanworth, M.R., P. O. Lawrence and Slesser, L.JJ.), does not overrule *Blair*

Open Hearth Furnace Co. v. *Reigart*, but it does at least show that the latter case must be approached with some care, and that comparatively slight differences in the articles may be sufficient to produce different results.

In the *Blair Case*, after an article providing that until otherwise determined by a general meeting, the number of directors should not be less than two nor more than seven, art. 93 provided as follows: "Any casual vacancy in the office of director may at all times be filled up by the board by the appointment of a director. The directors may from time to time appoint additional directors, but so that the total number of directors shall not exceed the prescribed maximum." In that case, Eve, J., held that the articles had in effect divested the company of the power of appointing additional directors and entrusted that power to the board, and that there were no concurrent powers of appointing additional directors. This decision was followed by Farwell, J., in the court of first instance, in the *Worcester Corsetry Case*, and the defendants thereupon appealed, which appeal was allowed.

The facts were shortly as follows: Pursuant to a requisition an extraordinary general meeting of the company was summoned and held at which resolutions were passed purporting to appoint X and Y additional directors of the company. The relevant articles were as follows:—

"12. Until otherwise determined by a general meeting, the number of directors shall not be less than two nor more than seven."

"83 of Table A of 1908. The company may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office."

"85 of Table A of 1908. The directors shall have power at any time, and from time to time, to appoint a person as an additional director, who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the company at that meeting as an additional director."

It may be observed that art. 12 was identical with a *Blair* article, that in *Blair* there was no article corresponding with cl. 83 of Table A of 1908, and that the *Blair* power conferred on the board of appointing additional directors was unqualified (save in so far as was necessary to keep the number of directors down to the prescribed maximum), while in the *Worcester Corsetry Case* the directors could only appoint a person as an additional director on the footing that he retired at the next following ordinary general meeting.

The discussion which centred round cl. 83 of Table A of 1908 was an interesting one, and the result of the judgments is to show that that clause enables the company in general meeting to make appointments of particular individuals. "It appears to me," says Lord Hanworth, at p. 647, "that although one may regard art. 83 as containing a complementary power to art. 12 . . . it is not right to construe it as giving a mere arithmetical meaning. Those last words 'and may also determine in what rotation the increased or reduced number is to go out of office' appear to me to indicate what was intended to be done in the ordinary course by the general meeting."

That passage I read as meaning that, in Lord Hanworth's view, cl. 83 of Table A of 1908 gives the company in general meeting power to appoint X as a director, even if the number of directors is, before such appointment, below the permitted maximum.

Lawrence, L.J., at p. 649, puts it in this way: "It is argued, and forcibly argued, by Mr. Gavin Simonds, that that (cl. 83) is merely complementary to art. 12 and only empowers the company in general meeting to fix another minimum and another maximum, or both, under art. 12. In my judgment that is not so. Article 83 of Table A shows in the plainest terms that the company has power to increase or reduce the number of its board. It is said that that does not involve the nomination and appointment of particular gentlemen or ladies as directors, but it seems to me that that is necessarily implied in the provisions of art. 83. If, for instance, there have been four directors, within the maximum number of directors, and the board desire that two additional directors shall be appointed, it can convene, in my judgment, a meeting under art. 83 for the purpose of increasing the number of directors by two named persons, appointing those two persons, and thereby increasing the number of directors."

The learned lord justice then proceeds to deal with the word "reduce" in art. 83. "Mr. Gavin Simonds," he says, at p. 650, "tried to put this dilemma" (my readers may perhaps be prepared to believe that he did in fact put it), "that they cannot reduce the actual number of directors by getting rid of one of the directors in office; therefore, he says, you must read 'increase' as not giving a power to increase by appointing named persons as directors. I think there is a fallacy underlying that argument."

Lawrence, L.J., then makes the suggestion that the company can (if unable to pass a resolution by the appropriate majority required to remove a director under cl. 86 of Table A of 1908) pass a resolution that "in future, or, if there is a vacancy, at the present moment, the directors shall be limited to three and not to four." His lordship then points out that the company has an inherent power to appoint directors unless restricted by the articles, and that unless you can find that inherent power handed over by the company to the directors, the company must retain that power as a natural result of their having the power to increase their board. Notwithstanding this explanation, I am bound to confess that there still seems to be much force in the observation that the construction of the Court of Appeal puts dissimilar meanings on the two words "increase" and "reduce," when one would expect them to be used in the same kind of way.

Thus Slesser, L.J., at p. 654, says: "The more natural view of art. 83 is that it is not redundant or merely introducing unnecessary machinery which is already provided by art. 12 in dealing with the maximum and minimum, but, as Lawrence, L.J., has indicated, is itself conferring a power not only to increase the number, but to increase that number by itself appointing directors to the extent to which it is intended to increase the number." It does not, however, apparently, confer a power to reduce the number by removing directors, and that is where there appears to be an inconsistency; further, the article does not say, as some forms do, "and may make any appointment necessary for effectuating such increase."

On the other hand, this view of art. 83 is certainly consistent with common sense, for if a majority of the corporators wish to have an addition to their board, as a matter of practical politics it certainly seems that they ought to have it.

Following on these views of art. 83, it was held that art. 85 did not involve a surrender to the board of the power of appointing further directors, and that the appointments made were valid. How, then, do we distinguish this from the *Blair Case*?

First, in the *Blair Case*, no power was given by the articles to the company in general meeting to appoint additional directors; in the *Worcester Corsetry Case*, on the construction given to art. 83 of Table A of 1908, the general meeting had such a power. Secondly, the *Blair* power conferred upon the board was in wider terms than in the later case. *Blair* therefore cannot be said to have been overruled, but its sphere of applicability is obviously less than many people have hitherto thought.

The University of London announces that a special University Lecture in Laws on "The Law and Practice relating to Indecent Literature" will be given at King's College, Strand, London, W.C.2, by Sir Edward Tindal Atkinson, K.C.B., C.B.E. (Director of Public Prosecutions), at 5.30 p.m. on Wednesday, 21st October. The lecture is addressed to students of the University and to others interested in the subject. Admission free, without ticket.

A Conveyancer's Diary.

[CONTRIBUTED.]

Return of Deposit.

IT is the almost invariable practice for a purchaser of real property to pay a deposit when he agrees to buy. Many people in fact have the impression that such a payment "fastens" the bargain, though this, of course, is not so. Written contracts of sale, if properly drawn, provide for a deposit, which is usually 10 per cent. of the purchase money, and they generally contain provisions for dealing with it if the transaction is not completed for any reason. For example, The Law Society's General Conditions of Sale, which are very frequently incorporated in private contracts, provide that if the purchaser neglects to perform his part of the contract the deposit money (unless the court otherwise directs) shall be forfeited to the vendor after twenty-one days' notice requiring the purchaser to make good his default. A similar provision appears in the Statutory Conditions of Sale prescribed by the Lord Chancellor under s. 46 of the Law of Property Act, 1925, in relation to contracts by correspondence. Cases occur, however, where a deposit is paid without any written contract being entered into, so that there is no enforceable bargain, and if either of the parties withdraws from the transaction, as he may, a question may arise as to whether the deposit is returnable. It may be worth while to examine some of the cases bearing on the point which have been decided by the courts.

Some of the early decisions were conflicting. In *Casson* v. *Roberts*, 31 Beavan, 613, Lord Romilly held that where there was no contract within the Statute of Frauds the purchaser could recover his deposit A contrary decision, however, had been given earlier in *Sweet* v. *Lee*, 3 M. & G. 452, and in *Thomas* v. *Brown* (*infra*) doubt was expressed as to the correctness of the decision in *Casson* v. *Roberts*. The latter case was not followed in *Monnickendam* v. *Leanse* (*infra*).

In *Thomas* v. *Brown* (1876), 1 Q.B. 714, the purchaser signed a contract for the purchase of leasehold property and paid a deposit. She afterwards repudiated the contract, however, on the technical ground that the document embodying it did not state the name of the other party, but merely referred to him as "the vendor," and she claimed to recover the deposit. The Queen's Bench Divisional Court held that the deposit was forfeited. Quain, J., based his decision on the ground that it was an action by an unwilling purchaser against a willing vendor, and that it could not be said that the consideration had failed so as to entitle the plaintiff to recover. He said that where, upon a verbal contract for the sale of land, the purchaser paid the deposit and the vendor was always ready and willing to complete, he knew of no authority to support the purchaser in bringing an action to recover back the money.

The purchaser in *Howe* v. *Smith* (1884), 27 Ch. D. 89, was not successful in recovering his deposit although in the inception there was a binding contract. It provided that if the purchaser should fail to comply with the agreement the vendor should be at liberty to resell and any deficiency should be made good by the purchaser. Owing to delays on the purchaser's part, the vendor resold at the original price. The purchaser brought an action for specific performance, but the court held that he was precluded by his delay from insisting on completion of the contract, and he then claimed return of his deposit. It was contended that the vendor's right of resale fixed what was to be the penalty if the purchaser defaulted and was the only liability, so that the deposit was returnable subject to any claim if there had been a deficiency on resale. The Court of Appeal refused to accept this, however. Bowen, L.J., said a deposit, if nothing more was said about it, was, according to the ordinary interpretation of business men, a security for the completion of the purchase. A purchaser could not insist on abandoning his contract and yet recover his deposit, because that would be to enable him to take advantage of his own wrong. Dealing with the contention that the rule was different when the purchaser did not insist on abandoning his contract, but on the contrary was desirous, when he appeared before the court, of completing it, Bowen, L.J., said: "It seems to me the answer to that argument is that, although in terms in a case like the present the purchaser may appear to be insisting on his contract, in reality he has so conducted himself under it as to have refused, and has given the other side the right to say that he has refused, performance. He may look as if he wished to perform, but in reality he has put it out of his power to do so—he has, in the language of the Roman law, receded from his contract."

In *Monnickendam* v. *Leanse* (1923), 39 T.L.R. 445, an agreement for purchase of a house, according to the findings of Horridge, J., had been drawn up but not signed by the parties and a deposit of £200 paid. The learned judge also found that the seller was always ready and willing to carry out his part of the bargain, but the purchaser had repudiated the agreement and now claimed to have his deposit back. In his judgment Horridge, J., after reviewing briefly a number of earlier decisions, put the legal position, according to the Times Law Report, as follows: "What were the different ways in which the plaintiff's claim was put in the present case? It was first said that he was entitled to recover his deposit because it was money had and received to the use of the purchaser. He did not think this was so, because the deposit was a security given by the purchaser for the performance of his contract, and it was only, as pointed out by Mr. Justice Littledale in *Gosbell* v. *Archer*, 2 Ad. & E. 500, at p. 508, on repudiation of the contract by the vendor that the deposit became money had and received to the use of the purchaser . . . Was the plaintiff entitled to recover the deposit on the ground that there had been a total failure of consideration? In his opinion there being on the facts as he found them a good contract between the parties, but one which could not be enforced under the Statute of Frauds, and the deposit having been paid in pursuance of that contract and the defendant being entitled to hold it as security against the purchaser's not choosing to go on with the transaction, there had been no total failure of consideration which would entitle the plaintiff to recover his deposit. Could it be said that the money had been paid under a mistake of fact? That was the least arguable of all the grounds of claim put forward, because both the parties to the contract knew all the facts. In his opinion there was no principle of law on which this money could be recovered."

There remains the case of *Chillingworth* v. *Esche* [1924] 1 Ch. 97, where the Court of Appeal held that in the circumstances a deposit was recoverable. A written agreement for sale of certain freehold land had been entered into "subject to a proper contract to be prepared by the vendor's solicitors," and the purchasers had paid a deposit. A formal contract was submitted to and approved by the purchasers, but before signing it they decided to abandon the negotiations and asked for the return of their deposit, which was refused. On proceedings being brought by the purchasers, Astbury, J., held that, assuming that there was no binding contract in the circumstances, the deposit was a guarantee that the purchasers would proceed with the transaction on the vendor tendering a proper contract and consequently was not recoverable. The Court of Appeal reversed this, however, and held that the deposit should be returned. The ground of the decision was that there had never been a contract and the purchaser was entitled to break off the negotiations. Pollock, M.R., said:—

> "It is no part of the business of this court to concern itself with the question why the negotiations in this case came to an end and whether any one is to blame in the matter, but the duty of the court is to note that as no contract was entered into the deposit would *prima facie*

be returnable. What ground is there then for saying that the purchasers who were entitled to break off negotiations have thereby lost the deposit? It is said that they could not seriously enter into these negotiations and then break them off without reason, but that is not for us to consider. That they were entitled not to complete the purchase seems clear, and I do not accept the view that the purchasers were paying the deposit as a guarantee or earnest of good faith that they would complete the purchase, because they could have revoked what had up to that time been agreed upon at any moment. It seems to me that when once the negotiations came to an end the rights of the parties were gone, and the purchasers were entitled to receive their money back."

One might have thought that even though there was no legally enforceable contract the parties were nevertheless *ad idem* when the formal contract was approved but not actually signed, and that on the principle exemplified in the cases referred to above the deposit was not recoverable if the purchasers cried off. However, the Court of Appeal held otherwise. Perhaps the distinction—a rather fine one—is most conveniently expressed in the judgment of Sargant, L.J., who said that the deposit was an anticipatory payment intended only to fulfil the ordinary purpose of a deposit if and when the contemplated agreement should be arrived at.

Landlord and Tenant Notebook.

Enforcing Tenant's Covenant to Repair.

LANDLORDS as a class are often reproached with waiting till the end of the term before availing themselves of their rights in the matter of repairs, and then demanding a large sum for dilapidations. Those who hastily condemn this procedure might modify their views if they appreciated the difficulties which a covenantee may experience in securing performance of the covenant to keep the premises in repair.

These difficulties are largely financial. A breach of a repairing covenant is not always as noticeable as is a breach of a covenant to pay rent; and while a right of entry is usually provided for nowadays, not many covenants oblige the covenantor to pay for the cost of looking for "wants of reparation." True, the recognised *modus operandi* is by forfeiture notice, and the section of L.P.A., 1925, dealing with relief against forfeiture says something (sub-s. (3)) about costs. But the difficulty is that it has not been definitely decided whether the provision in question covers cases in which the necessary statutory notice (sub-s. (1)) has been complied with "within a reasonable time" as well as cases in which the tenant has sought, and been granted, an order for relief after failing to comply with the statutory request (sub-s. (2)).

The provision referred to in sub-s. (3) is somewhat curiously phrased. It is enacted that "a lessor shall be entitled to recover as a debt due to him from a lessee," in addition to any damages, the legal and other costs of preparing the schedule if either the breach is waived in writing, at the lessee's request, or if the lessee "is relieved, under the provisions of this Act."

Now the second sub-section uses, and the first sub-section does not use, the word "relief," and when the point as to scope was argued before the Court of Appeal in *Nind* v. *Nineteenth Century Building Society* [1894] 2 Q.B. 226; C.A., Davey, L.J., though the appeal was decided on another point, expressed an opinion that the provision applied only when relief was given by an order of court, and not when forfeiture was avoided by complying with the request in the notice within the reasonable time. Lord Esher, M.R., delivered no judgment, but stated that he agreed with that of Davey, L.J., which he had read; presumably agreement extended to the *obiter dictum*. But A. L. Smith, L.J., expressly reserved his views on the point.

It is, therefore, open to argument whether a landlord whose tenant complies with the notice in time can recover the expense of preparing the notice; and I cannot help feeling that a good deal could be said against the *obiter dictum* of Davey, L.J. As a matter of history, the sub-section dealing with the matter was first enacted in the Conveyancing Act, 1892, by way of amendment of the original Conveyancing Act, 1881, s. 14. Just before the amendment it had been held that when relief was granted by the court on terms, those terms might legitimately include a condition that the costs in question should be paid by the lessee: *Bridge* v. *Quick* (1892), 61 L.J. Q.B. 375. This being so, the only function which the amendment could usefully discharge, if Davey, L.J.'s view be sound, would be that of confirming the existing law: enactments with such objects are, of course, not unheard of, but they are not usually phrased in such language as was used for this sub-section. The words "a lessor shall be entitled to recover as a debt due to him from a lessee" are appropriate to the creation of a new right, in no wise provided for either by contract or by statute. The concluding words of the sub-section: "relieved, under the provisions of this Act" seem to contain an otiose comma; if this be ignored, as it was by Davey, L.J., one would expect to find not the word "Act," but the words "s. 14 (1) of the Conveyancing Act, 1881" (then) or "the last preceding sub-section" (now) if the scope is to be restricted to cases of formal orders of court. And it may also be borne in mind that both the sub-sections operate only when a lessee has in fact broken a covenant and a condition, and would at common law under his own contract be deprived of his interest in the premises; it can certainly be argued that the words "is relieved" express the position both when he escapes the consequences by complying with a statutory notice and when a court of equity prevents his landlord from forfeiting that interest.

However, the state of affairs described is a deterrent; and the next difficulty is, suppose there be non-compliance and then an order for relief, what sort of terms is the aggrieved landlord likely to get? And here I consider that landlords have a further grievance. Granted that when Parliament in its wisdom confers a discretion, it would never do for anyone to set about evolving a set of rigid rules, it does seem that one reason for the tendency to defer action till the end of the term is unnecessary uncertainty as to the mode in which this discretion will be exercised. It is a matter for regret that when, after the enactment had been in force some thirty odd years, and Cozens-Hardy, M.R., enunciated, very guardedly, some broad principles in his judgment in *Rose* v. *Spicer* [1911] 2 K.B. 234 C.A., Lord Loreburn hastened to add, when the case came before the House of Lords *sub nomine Hyman* v. *Rose* [1912] A.C. 623, that it was to be distinctly understood that any or all of those principles might, in certain cases, have to be disregarded; and, as all that was laid down by the learned Master of the Rolls amounted to this, that the defaulter must repair the harm done and give some assurance that he would not offend again, it seems a pity that Lord Loreburn should have sought to sub-edit the statement by a vague reference to "fair dealing." In most cases the order will more or less follow that made in the first reported case, *Mitcheson* v. *Thomson* (1883), Cab. & E. 72; security to be given within a fortnight, repairs to be executed to the satisfaction of an agreed or otherwise nominated surveyor, within four months; but no one can say what exactly will happen, and it must be remembered that the court has, as was decided by the vacation judge in *Gaze* v. *London Drapery Stores Ltd.* (1908), 44 SOL. J. 722, power to extend the period prescribed in the conditions.

There is, of course, the possibility of enforcing the covenant not by forfeiture proceedings but by an ordinary action, once the fact of disrepair has been established. But here the

difficulty is that while damages may not be a satisfactory remedy, the view is strongly held that an injunction will not be granted to compel performance of a covenant to keep in repair. Whether this view be sound again seems to me to be very arguable; I have discussed the point before in the "Notebook" 77 SOL. J. 775. The objection that the court could not supervise execution appears to be ill-founded, especially since compliance with similar stipulations when contained in an order granting relief against forfeiture is a common feature of such orders. It is quite another thing for a court to order an actress to sing—see *Lumley* v. *Wagner* (1852), 1 De G. M. & G. 604—because the mere fact of the order might make the result unsatisfactory, even in the case of the prison scene in "Faust." But repairing is but rebuilding on a small scale, and it was in the case of a building contract, *Wolverhampton Corporation* v. *Emmons* [1901] 1 Q.B.D. 518, C.A., that A. L. Smith, L.J., remarked that he had never seen the force of the objection that the court could not superintend execution.

Obituary.

MR. P. N. BINNS.

Mr. Percy Noel Binns, solicitor, senior partner in the firm of Messrs. Conquest, Clare & Binns, of Bedford, died on Sunday, 11th October, in his seventieth year. Mr. Binns, who was admitted a solicitor in 1890, was Registrar of Bedford County Court.

MR. A. E. COOPER.

Mr. Arthur Edgar Cooper, solicitor, of Preston and Lytham St. Annes, died on Wednesday, 7th October, at the age of fifty-eight. Mr. Cooper was admitted a solicitor in 1901.

MR. H. F. J. MODLIN.

Mr. Henry Frederick Jonathan Modlin, solicitor, of Newburn-on-Tyne, died recently. Mr. Modlin, who was admitted a solicitor in 1900, was clerk to the Newburn Urban District Council and to the Gosforth, Newburn and Castle Ward Joint Hospital Committee.

MR. T. J. MORGAN.

Mr. Thomas Joseph Morgan, solicitor, senior partner and founder of the firm of Messrs. Morgan & George, of Wellingborough, died on Saturday, 3rd October, at the age of seventy-nine. He was admitted a solicitor in 1887. Mr. Morgan was for many years clerk to the Wellingborough and District Assessment Committee and clerk to the old Wellingborough Board of Guardians. He was also the first clerk to the former Finedon Urban Council, and held that office for thirty-two years.

MR. H. P. SCATLIFF.

Mr. Horace Parr Scatliff, solicitor, of Chelsea, S.W., and Pulborough, died at Pulborough, on Wednesday, 7th October. Mr. Scatliff was admitted a solicitor in 1888.

MR. P. M. WALKER.

Mr. Percy Milnes Walker, solicitor, a partner in the firm of Messrs. Bury & Walkers, of Barnsley, Doncaster and Wombwell, died on Saturday, 10th October, at the age of fifty-nine. Mr. Walker served his articles with Messrs. Bury and Walkers, and was admitted a solicitor in 1900. He had been clerk to the Wombwell Urban District Council for thirty-two years.

MR. J. B. WHEAT.

Mr. John Bristowe Wheat, solicitor, of Sheffield, died on Friday, 9th October, at the age of seventy-eight. He was admitted a solicitor in 1884. Mr. Wheat succeeded his father, the late Mr. John James Wheat, as clerk to the Sheffield Church Burgesses, a position which has been held by his family for 170 years.

Our County Court Letter.

TESTATOR'S LOANS TO EXECUTORS.

IN *Williams* v. *Davies*, recently heard at Brecon County Court, the parties were the executrix and executor respectively of their deceased brother. The plaintiff claimed as executrix £300 alleged to have been lent by the deceased to the defendant. The plaintiff also had borrowed £100 from the deceased, but she had paid the funeral expenses and other debts. Probate had been granted to the plaintiff, with the reservation of the right of the defendant also to apply, but he (being aged eighty-three) had not done so. The plaintiff's case was that the defendant had signed a note, before witnesses, consenting to his farm being charged as security for the £300. The defendant denied the terms of the document, and contended that the money was a gift, subject to the payment of interest during the life of the deceased only, which had been duly paid. In a reserved judgment, His Honour Judge Samuel, K.C., rejected the defendant's evidence that he had not signed the note. Although the plaintiff claimed enforcement of the charge, by foreclosure and sale, the basis of the action was money lent. The plaintiff had also applied for the case to be converted into an administration action, but her evidence was unreliable as to the amount of the estate, and the jurisdiction of the court was doubtful. The plaintiff was not entitled to succeed, as an executor could not sue himself, and at common law the loan had gone. In equity the loan had equally gone, even though the defendant had not applied for probate. The question whether an action for administration should be brought was not before the court. Judgment was given for the defendant, without costs.

LIABILITY UNDER BONDS.

IN *Thorne* v. *Symons*, recently heard at Barnstaple County Court, the claim was for £20 as money due on a consideration which had failed. The plaintiff's case was that her late husband, while in the infirmary, had signed a bond to enable his father-in-law, one Dinnacombe, to pay a composition of 5s. in the £. The condition of the bond was: "I agree to pay, if called upon to do so, the sum of £20 on the 31st December, 1934, or in proportion." On the 10th December, 1934, before being called upon to pay, the plaintiff's husband had died, but the plaintiff, as his administratrix, had paid the money on a verbal demand, and had received the bond in exchange. It transpired, however, that no composition had been paid, and an application was made for the return of the money. The defendant firm had replied that they had no money available of Dinnacombe, who still owed them fees for accountancy. The plaintiff's case was that the state of accounts between the defendants and Dinnacombe was no defence to her claim. The defence was that there had been no demand for payment on the 31st December, 1934, when the bond expired. The money had therefore not been paid under the bond, and the case for its return was not made out. No instructions for demanding the money were given by Dinnacombe, who had brought £20 with his weekly takings, explaining: "It's the girl's money." This was the first the defendants knew of the matter, and they had used the money to meet immediate liabilities. His Honour Judge Wethered held that the bond had expired in the beginning of the year 1935. There was therefore no further liability, but the plaintiff did not know this. The money was paid, however, for a special purpose, viz., the composition, as the defendants knew. Judgment was therefore given for the plaintiff, with costs, and leave to appeal was refused.

The directors of the Legal and General Assurance Society announce that Mr. E. F. MARTIN, F.I.A., has been appointed Joint Assistant Actuary to the Society. Mr. Martin has been actuary to the South African branch for the past five years. The directors have appointed Mr. D. C. KEMP, F.F.A., to succeed Mr. Martin as actuary for South Africa.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Enquiry of Local Authority.

Q. 3373. A short while back we acted for the purchaser of a piece of land abutting upon a road, and made the usual enquiry of the local authority as to whether this road had been taken over and all expenses paid so far as concerned the piece of land in question. The reply of the local authority was that the road upon which the piece of land abutted had been taken over and there were no charges outstanding in respect to this land. At the foot of the reply the following sentence appeared: "Whilst the information given above has been compiled with all due care it is given only on condition that neither the council nor myself can be responsible for its accuracy."

Our client is now about to sell this piece of land and the purchaser's solicitors made a similar enquiry of the local authority as to the road being taken over, etc., and they have been informed by the same authority that only a portion of the said road upon which the land abuts has been taken over and that the purchaser will be liable when the remainder is taken over for the cost of making it up. We shall be glad to know whether in your opinion under the circumstances our client has any redress against the local authority for the incorrect statement they gave us in the first instance and the consequent loss our client will sustain through this unexpected liability.

A. The questioner's client has no redress against the local authority. Even apart from the qualifying sentence, at the foot of the reply, it is doubtful whether the council or its clerk is under any duty to enquirers with regard to road charges. In the absence of any such duty, no cause of action in tort arises. There is also no statutory duty to answer enquiries, and, as no charge is made, there is no breach of contract. The taking of a fee would not necessarily imply any contract, as the information is only given as part of a public service, provided at the expense of the ratepayers.

Invalid Will—Agreement of Next-of-Kin to Forego their Interests so that the Estate may be Dealt With as if Valid—Consideration—Deed of Family Arrangement.

Q. 3374. As the result of a "home-made" and unprovable will, letters of administration are taken out to the estate of the deceased (who died without issue or parent) by her sister, who before the grant was issued wrote to each of the remaining next-of-kin entitled to share in the estate and informed them of the death and the contents of the will, which gave everything to A, and also that the will was not properly signed and could not be used. In the same letter the administratrix (as she shortly afterwards became) informed each of the next-of-kin that she herself intended relinquishing the share to which she was entitled under the intestacy in favour of A, the sole legatee named in the above will, and at the same time the administratrix in her letter asked the views of each of the next-of-kin in regard to the share to which each of them was entitled under the intestacy. A letter was received from each of the next-of-kin expressing regret at the death and (in different phraseology in each case) all the next-of-kin in his or her letter wrote stating that they would give up the share to which he or she was entitled in the intestacy in favour of A, but no consideration for any of such relinquishments by the next-of-kin was ever suggested by the administratrix or asked for by any of the next-of-kin. Such relinquishments were all in writing, and together with the letter from the administratrix appear to constitute an agreement or contract and our question is whether there was any need for a consideration for what in effect were separate agreements by each of the next-of-kin to give up their share in the intestacy to which they were entitled in law in favour of A, who was not even one of the next-of-kin and a person entitled to share in the estate.

A. We do not think that there are any enforceable agreements for lack of consideration to support them. We consider some consideration was essential. For instance, each beneficiary in the intestacy might have foregone his or her interest in consideration of the administratrix (elect) agreeing to distribute the estate in accordance with the invalid will. While it is possible that (on inspection) the various letters might amount to (revocable) mandates, we suggest that it is advisable whether this is so or not to have a deed of family arrangement.

Sale of Glebe by Incumbent—Church Building Acts—Necessary Consents.

Q. 3375. An incumbent has sold portions of the glebe land within the parish and purports to sell under the Ecclesiastical Leasing Acts, 1842 and 1858, with the consent of the patron and the approval of the Ecclesiastical Commissioners. By an annexation deed in the year 1828 the glebe land was conveyed "Unto and to the use of the Governors of Queen Anne's Bounty and their successors and assigns for ever," who by the same deed declared that the land should "be annexed to and should be held and enjoyed and go in succession with the parish church for ever." In view of the annexation deed (1) can the vendor (the incumbent) make a good title under the Ecclesiastical Leasing Acts and if so will it be necessary for the Governors of Queen Anne's Bounty to join in the conveyance? (2) Should not a sale be made under s. 16 of the Church Building Act, 1839, or under the Glebe Land Act, 1888? (3) What consents are required? (4) Do the Glebe Land Rules, 1927, affect the sale?

A. This, like the statute law, is somewhat complicated, and depends rather more upon modern practice than anything. We think the Governors of Queen Anne's Bounty should certainly be joined; but as their relations with the Ecclesiastical Commissioners at the present time are more or less in a state of reconstruction, preliminary to closer unity, we think it would be wise to enquire what view they take of the position before coming to any decision. Section 16 of the Church Building Act, 1839, can hardly be ignored.

Costs of Transfer of Shares specifically bequeathed.

Q. 3376. A testator bequeathed 200 preference shares in a limited company, free of legacy duty. Is it the executors or the legatee who is to pay the stamp duty of 10s. on the transfer and the fee of 2s. 6d. for registering the transfer?

A. Re Grosvenor [1916] 2 Ch. 375 is the only authority on the point. Astbury, J., held that, on assenting to the legacy, the executors became trustees for the beneficiary, and the ordinary rule that the beneficiary should pay the costs of transfer from trustees applied. It has always seemed to the writer that, if a testator's wishes could be asked, he would probably say he intended the shares to be transferred free of expense. The executors should, however, follow the decision quoted, unless, of course, there is any indication to the contrary in the will.

To-day and Yesterday.

Legal Calendar.

12 October.—On the morning of the 12th October, 1768, "Robert Paterson and James Wright for a robbery on the highway, Richard Holt, for forging a bill of exchange on Messrs. Hinton Brown and Son, and publishing the same, Richard Slocombe for personating his father and transferring £50 new South Sea annuities, part of his father's property at the South Sea House, as if it had been his own, and Hannah Smith for stealing 21 guineas from her master were executed at Tyburn pursuant to their sentences. Hannah Smith expressed great apprehensions for her soul on account of her wicked life."

13 October.—On the 13th October, 1777, "began the sessions of the peace for the County of Middlesex at Guildhall, Westminster, where a man was indicted for a nuisance by the inhabitants of Hockley-in-the-Hole, for killing and boiling horses, which occasioned such a putrefaction in the air that the neighbours declared they were not able at times to move from their houses; he was convicted and sentenced to be imprisoned in Newgate for the term of two years, to pay the penalty of £100 and find security for his future good behaviour for three years more."

14 October.—Robert Graham, who became a Baron of the Exchequer, was born at Hackney on the 14th October, 1744. He was the son of a schoolmaster.

15 October.—A minor tragedy occurred in Lincoln's Inn early in the morning of the 15th October, 1785, when two poor blacks perished from want there. "It seems they had crept under the new Stone Buildings behind the Six Clerks Office, and as the watchman was going his walk and calling the hour of four, he heard the groan of a man and on searching under the building found the two poor distressed objects. One of them was just dead and the other was so far exhausted that he died before the least assistance could be given him."

16 October.—On the 16th October, 1660, John Cook, Chief Justice of the Upper Bench in Ireland under the Commonwealth, was executed for having acted as leading counsel in the prosecution of King Charles I. He met his fate with saintlike cheerfulness. At the prison gate he spent a little time in prayer and heavenly discourse with his friends, bade farewell to his wife ("my dear lamb") and told her not to weep for they would meet in heaven. "Here our comforts have been mixt with chequer-work of troubles, but in heaven all tears shall be wiped from our eyes." On the sledge on which he was drawn to execution lay the head of one of the other regicides, but he was cheerful to the end.

17 October.—At the Old Bailey, on the 17th October, 1743, there ended the trial of William Chetwynd, a schoolboy charged with the murder of one of his schoolfellows. They had quarrelled over a piece of cake which the prisoner had cut for himself and the other boy had snatched away. With an impulsive gesture of anger, young Chetwynd struck out with the hand that still held the knife, inflicting a fatal wound. The jury returned a special verdict finding the facts, but before the matter had proceeded to a final decision, a royal pardon had been granted.

18 October.—On the 18th October, 1842, Louisa Wykes, a good-looking girl of nineteen, appeared at the Leicester Quarter Sessions, charged with stealing sixteen sovereigns from her employer and the clothes of one of his men. She had intended to run away to hide the fact that she was pregnant, but on the road her strange appearance and the tears she was shedding betrayed her disguise. Her master recommended her to mercy, and the Chairman, observing that otherwise he would have passed a sentence of transportation, condemned her to twelve months' hard labour and three weeks' solitary confinement.

The Week's Personality.

Born in 1744, and called to the Bar in 1766, Robert Graham was appointed a Baron of the Exchequer in 1800. He remained on the Bench for thirty-six years, dying in his eighty-second year. In his later days, his tall, gaunt figure was one of the sights of Oxford Street as he and his wife took their afternoon stroll, for in old age both of them clung to the fashions of their youth. In court he wore an enormous wig as stiffly curled as possible and a great bunch of frills, quite black from the quantity of snuff he spilled on them. In the street he wore a three-cornered hat, knee breeches, shoes with the large buckles fashionable in the middle of the eighteenth century, a black coat remarkable for the antiquity of its cut and a waistcoat made to match. Lady Graham's dress accorded with that of her husband, and regularly every fine afternoon they would go for a walk along the north side of Oxford Street, exciting much curiosity and attention. Quite in keeping with his appearance was the antiquated politeness of his manner, which sometimes had a fantastic incongruity when extended to malefactors in the dock, and which once went to the extent of an apology to a man whom he had forgotten to include in a batch of prisoners sentenced to death.

Kissing the Book.

At Westminster County Court recently, His Honour Judge Dumas asked a witness who was being sworn: "What is your idea in kissing your thumb?" "Sanitation," was the reply, and the judge observed: "I am told that people think that if they kiss their thumbs the oath has not the same sanctity as if they kissed the book." The remark recalls a story told of an Irish judge who, having noticed a witness kissing his thumb, said: "You may think to deceive God, sir, but you won't deceive me." However, the aberration of thumb kissing is less embarrassing than the mistake once made by a negro called as a witness in New Orleans. The judge held out the book for him to be sworn, but the man did not kiss it. "Why don't you kiss?" asked the judge. "Sar!" exclaimed the negro with surprise. "Aren't you going to kiss?" he was asked again. "Sar!" "Kiss, I tell you!" "Yes, sar! Yes, sar!" And before he could be stopped, the confused black threw his arms round the judicial neck.

A Murderous Mistress.

The horrible case of the woman recently condemned to death in Vienna for the murder of her fifteen-year-old maid by a long course of ill-treatment, which included beating her, burning her tongue with a hot poker, confining her in a cold cellar and pouring cold water over her, bears a really extraordinary resemblance to that *cause célèbre* of sadism, the case of Mrs. Brownrigg, condemned at the Old Bailey and hanged at Tyburn in 1767 for the murder of one of her apprentices. The sufferings of the two miserable children in her service were beyond description, and the one who died had barely reached the limits of her employer's barbarity when a chain was fastened round her neck so tightly as almost to strangle her and then she was hung up to the kitchen ceiling that her mistress might beat her till the strength of her arm was exhausted. When the girl complained, her tongue was cut with scissors. Eventually, the suspicion of the authorities was awakened, but only in time to save one of the sufferers. Both were a mass of wounds, but the contemporary description of the state of the girl who died is sickeningly horrible. Small wonder that Brownrigg was assaulted by the mob on the way to the scaffold. Her body was dissected at Surgeons' Hall.

Mr. William Charlton Hedley, for nearly forty years, to within four days of his death, faithful and valued clerk to Messrs. Lydall & Sons, solicitors, of John Street, W.C., died at Willesden, N.W., on Monday, 12th October.

Land and Estate Topics.

By J. A. MORAN.

THE situation that has arisen out of the passing of the Franc Devaluation Bill is likely to have a good effect on property values in this country. The Protectionist policy pursued by this country during the last three or four years, whilst providing a welcome stimulus to many trades which were inactive owing to commodities and manufactured goods being imported on a large scale, has had the effect of concentrating the minds of investors on the shares of British industrial undertakings, and driving prices to very high levels. Now, when there is a prospect of foreign competition again entering the field, and the probability of profits being reduced, many investors are already turning their attention to blocks of house, shop, and other business property, owing to the remunerative rate of interest offered, combined with security of capital.

Messrs. George Head & Co., of Baker Street, have taken into partnership Captain John Laurence Head, Associate of the Institute of Mechanical Engineers. Captain Head is the second son of the senior partner, Mr. J. George Head, Chartered Surveyor and a Past-President of the Auctioneers and Estate Agents' Institute.

The firm is one of long standing, having been established since 1819; and during the whole of the period up to the present time, has been presided over, in almost unbroken continuity, by three principals, all bearing the name of George Head.

A new house has been built, and exhibited at Manchester, to demonstrate that the all-electric habitation, without even the concession of one coal fire, can be comfortable. The house is of the modern flat-roofed type, with four bedrooms, a hall, dining room and living room. It has been built for £1,000, including the land and electrical apparatus, three directional and six inset fires, twelve feet of tubular heating, three electric clocks, a linen cupboard heater, a towel-rail, a refrigerator and a fan. Water-heaters, a wash-boiler and a cooker are borrowed from the local authority, and the cost of current comes to £30 a year.

The practical electrician may find himself at home in a house of the kind, but it will be a long time before it commends itself to the general public.

Factories, warehouses and wharves are likely to alter the face of Thames-side in the regions of Dartford and Purfleet, following the starting of work on the new Thames tunnel. Enquiries are reaching the Dartford Borough Council regarding land development from all parts of the country; which means that hundreds of acres of marshes, used as pasture land by farmers, have suddenly become precious. Owners of land in the vicinity include Vickers, the City of London Mental Hospital and Burroughs Wellcome.

In the town planning scheme for the City of London, which is now being examined at a public inquiry, the most important provisions are those to preserve the view of St. Paul's Cathedral. This is a matter of national and imperial concern. The noble dome, rising on the hill above "streaming London's central roar," is one of the most splendid of the architectural treasures of our race.

In this connection it is worthy of note that those who are mostly to blame are Government Departments. Two years ago, for instance, the Post Office was permitted to erect a telephone building, in Queen Victoria Street, which destroyed the view of the Cathedral from one of the main viewpoints. In fact, it was carried up beyond the height permissible under London's building regulations.

That property is more sacred than the person is a dictum not confined to the soap-box orator. I am told of a boy in a Kentish school who was asked a few days ago to write an essay on the rules of the establishment. After he had filled three pages of foolscap, he concluded thus: "We have other rules to obey when we are outside: for instance, we are not to throw bricks at anyone because they might miss their mark and break a window."

Mancetter Manor, Atherstone, noted for its association with Robert Glover and Joyce Lewis, known as the "Mancetter Martyrs," has just been sold by Capt. Edward Ramsden, a former Master of the Atherstone Hunt. On the garden wall are a couple of "gazebos" from which the occupants, in olden times, could watch the comings and goings of people, which prove that even in those days people had a decided interest in their neighbours' movements.

Notes of Cases.

High Court—Chancery Division.

In re **Liddell-Grainger: Dormer** *v.* **Liddell-Grainger.**

Bennett, J. 14th October, 1936.

INTERNATIONAL LAW — DOMICIL OF ORIGIN — CHANGE — RESIDENCE—INTENTION THAT IT SHOULD BE PERMANENT —ONUS OF PROOF.

The testator was born in England in 1886. In 1895 his father bought a castle and an estate of over 3,000 acres in Scotland, and from 1897 till his death in 1905 lived there continuously. From 1897 till 1935, when he died, the testator also lived there regularly, except when he was away in a furnished house in London or on fishing and shooting expeditions in other parts of the world. In various wills he had declared that he had not relinquished, and did not intend to relinquish, his English domicil. The question was raised whether, at the time of his death, he was domiciled in England or Scotland.

BENNETT, J., in giving judgment, said that there was no doubt that from his father's death the castle was the testator's home. The burden was on those who asserted that the domicil of origin was changed to prove it. This was done by concurrence of the physical fact of residence with evidence of the mental fact of intention that the residence should be permanent (*Ramsay* v. *Liverpool Royal Infirmary* [1930] A.C. 588, at p. 598). Here it was plain that the testator's intention was to live permanently at the castle.

COUNSEL: *Eardley-Wilmot; Parry*, K.C., and *R. Turnbull; Daynes*, K.C., and *George Slade; Roxburgh*, K.C., and *Jopling*.

SOLICITORS: *Dawson & Co.; Norton, Rose, Greenwell & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Wilson Box (Foreign Rights) Limited (In Liquidation) *v.* **Brice.**

Lawrence, J. 19th May, 1936.

REVENUE—INCOME TAX—COMPANY FORMED TO DEAL IN PATENT RIGHTS—RIGHTS ACQUIRED—VOLUNTARY LIQUIDATION—SALE BY LIQUIDATOR OF RIGHTS AT A PROFIT BY WAY OF REALISING ASSETS—WHETHER A TRADING PROFIT ASSESSABLE TO TAX.

Case stated by the Commissioners for the Special Purposes of the Income Tax.

The appellant company, having been formed with a capital of £2,500, acquired certain patent rights in 1933 for £2,500, to be paid for in shares. The holders of the shares subsequently agreed with one, Leigh, and one, Lago, to sell them their shares for £50,000. Leigh and Lago, having paid sums under the agreement amounting to £13,500, refused to complete the transaction. The appellants brought an action against them which was settled. By the settlement, the agreement for the sale of shares for £50,000 was cancelled; the company was put into liquidation; and the liquidator was authorised to sell to Leigh and Lago for £20,000 a part of the patent rights which it had previously been agreed to sell to them for £50,000.

The settlement was implemented by necessary resolutions passed by the company, including one that the £20,000 should be distributed among the shareholders and be treated as part distribution of the assets in the liquidation of the company. The £13,500 already paid to the Company were by the settlement to be treated as part of the £20,000, and were to be distributed by the liquidator as such. An assessment having been made on the company for the year ended the 5th April, 1935, in the sum of £20,000, as being derived from the sale of certain patent rights, the company appealed to the Special Commissioners, contending (1) that they did not carry on the trade of dealing in patent rights: and (2), alternatively, that only £6,500 (i.e., not the £13,500) fell to be treated as a trading receipt of the company. It was contended for the respondent that the company carried on the trade of dealing in patent rights and that the sale of them for £20,000 constituted a trading transaction the profit of which was assessable to income tax. The Special Commissioners confirmed the assessment.

LAWRENCE, J., said that the Solicitor-General, in contending that there was evidence on which the Special Commissioners could find that the £20,000 was received in the cause of the company's trading in the name of the liquidator, had alluded to the facts (1) that the company had bought the rights for £2,500 in order to sell them for £50,000; (2) that some of the rights were sold for £20,000, the company's only known transaction; (3) that the company had, according to its memorandum of association, the objects, *inter alia*, of the acquisition and sale of patent rights, and the selling of the whole or part of its undertaking; (4) that the sale of the rights to Leigh and Lago was decided on before the liquidation. In his (his lordship's) opinion, that was not evidence which went to show that the liquidator was carrying on trade either for himself or for the company in realising its assets. There was no way in which he could have realised the assets more expeditiously. It was clear, as the Solicitor-General had admitted, that a liquidator might realise a company's assets without carrying on its business in such a way as to attract income tax. On the other hand, the reverse might be the case. It was true that, if the sale of the rights had been effected by the company without liquidation, that sale probably would have attracted income tax because of the objects and powers of the company. But it did not follow that the sale of these assets in course of liquidation necessarily involved the carrying on of the company's trade, either by the liquidator or by the company. In his (his lordship's) opinion, there was also no substance in the argument that the fact that the plan had been settled beforehand in some way affected what the liquidator did afterwards. The only question was how the assets had been liquidated, and whether the method used involved the carrying on of a trade by the liquidator or the company. No authority had been cited indicating that, if a company were formed for the purpose of exploiting a certain asset, and chose to go into voluntary liquidation for the purpose of realising that asset, and realised it by the mere liquidation of the company's assets, that attracted tax any more than the mere liquidation of any other company's assets. The Solicitor-General had cited *Californian Copper Syndicate Ltd.* v. *Harris* (1904), 5 T.C. 159; *Commissioners of Inland Revenue* v. *Oban Distillery Co.* (1932), 18 T.C. 33; *In re Beni-Felkai Mining Co. Ltd.* [1934] 1 Ch. 406; *Rees Roturbo Development Syndicate Ltd.* v. *Commissioners of Inland Revenue* [1928] 1 K.B. 506; [1928] A.C. 132; and *Cape Brandy Syndicate* v. *Commissioners of Inland Revenue* [1921] 2 K.B. 403. In his (his lordship's) opinion, those cases had no conclusive bearing on the present case. The appeal must be allowed.

COUNSEL: *J. S. Scrimgeour*, for the appellants: *The Solicitor-General* (Sir Terence O'Connor K.C.) and *R. P. Hills*, for the respondent.

SOLICITORS: *Johnson, Weatherall, Sturt & Hardy: The Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Herd *v.* Herd: King's Proctor Intervening.

Bucknill, J. 17th July, 1936.

DIVORCE — JURISDICTION — DESERTION BY HUSBAND — HUSBAND'S ADULTERY — ACQUISITION BY HUSBAND OF DOMICIL ABROAD — WIFE'S PETITION IN ENGLAND FOR DISSOLUTION DISMISSED.

In this undefended suit for dissolution the King's Proctor had been invited by the court to submit arguments as to the jurisdiction of the court to pronounce a decree of divorce in circumstances where a wife petitioner married in England had been deserted by her husband, who went abroad and lived in adultery, possibly acquiring a domicil there.

BUCKNILL, J., in the course of delivering a considered judgment, said that the point for decision was whether in the circumstances the court had jurisdiction to pronounce a decree of dissolution of marriage. The petitioner alleged domicil of the parties in England, and the husband had been served but did not enter an appearance. In 1923 the husband had left his wife and gone to the United States of America. Until 1932 he corresponded fairly regularly with the wife and sent her money. The wife then found out that he was living with another woman as his wife. The petitioner thereupon wrote him a letter in which she said: "Would you let me know if you have decided to remain in America, or whether you intend to come to England eventually?" The husband replied: "You ask, do I intend to remain in America altogether? Yes, I have no thought of returning to the old country." Subsequently, the petitioner's solicitors wrote to the husband with regard to his domicil, and he replied: "I have no present intention of returning to Great Britain." At the adjourned hearing the Solicitor-General, appearing on behalf of the King's Proctor, with the consent of counsel for the petitioner, put in a certificate from the United States Department of Labour to the effect that the respondent was naturalised by the United States District Court at New York on 22nd December, 1930, and it was proved by expert evidence that, in order to obtain such a certificate, the husband must have declared on oath at least two years before his admission as a citizen of the United States that it was his *bonâ fide* intention to become such a citizen and to renounce for ever all allegiance and fidelity to the state of which he might be at the time a citizen. Not less than two years after he had made such a declaration of intention he must also have stated in writing that it was his intention to reside permanently in the United States. The Solicitor-General, by consent of counsel for the petitioner, also read a statement by H.M. Consul-General at New York, to the effect that he had interviewed the respondent who had expressed a similar intention to him. Counsel on behalf of the petitioner argued that the above facts did not establish that the respondent had acquired a domicil of choice in the State of New York, because the respondent had been obliged by American law to become a naturalised citizen there if he wished to stay in the country for any considerable period of time. He also relied on the respondent's statement in his letter to the petitioner's solicitors in which he only said that he had no present intention of returning to Great Britain, and on the fact that the respondent had not appeared to the petition and had not objected to the jurisdiction of the court. He (his lordship), however, on the facts accepted the contention of the Solicitor-General that at the time when the petition was filed the husband had acquired a domicil of choice in the United States. On that finding the general rule of law was as stated by Lord Merrivale in *H.* v. *H.* [1928] P. 206; 72 SOL. J. 598, thus: "Under British law the jurisdiction to decree divorce depends on domicil; that the domicil of the husband determines the domicil of the wife; and that independent authority to decree divorce cannot, consistently with English law, co-exist at the same time in two sovereign states." There had been, at one

time, a practice in undefended cases for dissolution of marriage of granting a decree, although the domicil of the husband was not established to be English where a wife had been deserted and her husband had gone abroad. Such practice had had the approval of the Court of Appeal from Sir Gorrell Barnes, P., in *Ogden* v. *Ogden* (*otherwise Phillips*) [1908] P. 46, but he (his lordship) was precluded from following that practice by the decisions in *Lord Advocate* v. *Jaffrey* [1921] A.C. 146; *Attorney-General for Alberta* v. *Cook* [1926] A.C. 444; and *H.* v. *H.*, *supra*. The court had no jurisdiction and the petition would, therefore, be dismissed.

Counsel: *The Solicitor-General* (Sir Terence O'Connor, K.C.), and *Clifford Mortimer*, for the *King's Proctor*; *A. Richard Ellis*, for the petitioner.

Solicitors: *The King's Proctor*; *Atwater & Lieli*.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Lambert *v.* Lambert.

Langton, J. 23rd July, 1936.

Divorce—Reduction of Maintenance—Consent Order on Original Petition—Order Comprising Term Barring any Future Application to Vary Maintenance—Petition for Reduction Dismissed—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 47), s. 190.

This summons, adjourned into court, raised the question of the competency of a petitioner for reduction of maintenance by reason of the words following contained in the order on the original petition, which was a consent order, viz., "Neither party to be at liberty to apply to vary the terms of this order as to maintenance."

Langton, J., in the course of giving judgment dismissing the petition for reduction of maintenance, said that the question was whether the form of words used had secured finality, having regard to the power of the court under s. 190 of the Judicature Act, 1925, so that the matter could not be re-opened, or whether the words were only procedural in effect, preventing the parties from raising the matter again on the original petition without a fresh petition. In *Stephen* v. *Stephen* [1931] P. 197; 75 Sol. J. 442, the Court of Appeal merely delimited the use of the phrase "liberty to apply" where no order for maintenance was actually made, but the registrar wished to keep the rights of the wife open in case the husband's fortune improved. In the present case the court had to look at the whole of the sentence. The parties must have had in mind the power of the court to vary maintenance. Had the parties by those words secured the finality they were seeking? It was said that the court had no power to prevent itself from hearing a petition which otherwise it would have to entertain. It seemed to him (his lordship) that the court might agree to the parties agreeing to terms, though it was a question whether the court in the future should be disposed to sanction orders of that kind, which were generally ill-advised; and, speaking for himself, he would hesitate long before approving an order even though one reached by consent in which such an attempt to secure finality was to be found. It was within the power of the parties to make such an agreement, and if the court approved it the court had no power to say afterwards that the order was wrong. There was no reason why parties could not say, "We know quite well that we have a further remedy, but as part of our agreement we wish to exclude the further remedy," and the court had power to approve such an agreement. The petition for reduction of maintenance would therefore be dismissed. Leave to appeal was granted.

Counsel: *F. L. C. Hodson*, for the wife; *S. E. Karminski*, for the husband.

Solicitors: *Freke Palmer, Romain & Romain*; *Warren and Warren*.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

In the Estate of Holland, deceased.

Bucknill, J. 26th August, 1936.

Probate—Executor's Oath—Four General and a Fifth Literary Executor appointed by Will—No Renunciation by Fifth Executor—Application by First Four for Limited Grant refused—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), s. 160, sub-s. (1)—Probate Rule (Non-Contentious Business), 114.

Vacation Court.

This was an *ex parte* application before the Vacation Court for removal of queries raised on executor's oath.

The Hon. Lionel Raleigh Holland, who died on 25th May, 1936, by his will, dated 27th April, 1936, appointed four persons as executors and trustees, and further under a special clause left to his cousin Francis C. Holland "all my letters and papers of every description, including the diaries and letters of my grandfather Sir Henry Holland—and I appoint him my literary executor, advising him to destroy my private papers and letters without troubling to examine them with any care, but bequeathing them to him to deal with absolutely at his discretion." One of the general executors was appointed literary executor in respect of certain papers and relics of Lord Macaulay. The four general executors swore the usual executor's oath for a grant save and except in respect of the papers of which Francis C. Holland was appointed "literary executor." In the registry the oath was rejected on the ground that, having regard to the Judicature Act, 1925, s. 160 (1), probate could be granted to four persons only, and that one of the five must renounce before an oath could be accepted, subject to the possibility of a power being reserved to him to apply under Probate Rule (Non-Contentious Business) 114, in the event of a vacancy.

Counsel on behalf of the executors in addressing the court stated that it was quite clear that down to 1926 a testator might appoint more than four executors for general or limited purposes. There was no limit to the number save that prescribed by reason, and all executors named could take a grant or limited grant according to the powers given them in the will. As stated in "Halsbury's Laws of England" (Hailsham Edition), Vol. XIV, p. 163, s. 247, a person may make one person executor of all his cattle, corn and movable goods, and another of his leases; he may make certain persons executors in respect of property abroad, and others of property in England; he may appoint certain persons to be the general executors of his will, and others to be executors for his business or for property situated in a particular country; *vide* also "Mortimer on Probate," 2nd ed., pp. 448-449. There was no ground for saying that s. 160 of the Act of 1925 (which provides "probate or administration shall not be granted to more than four persons in respect of the same property") prevented a limited grant to the first four executors under the will, and a further limited grant to the fifth. Section 163 of the Act saved former procedure which was not inconsistent with the Act, and if the statute had been intended rigidly to limit a grant of probate to no more than four executors under a will, the words used in s. 160 would not have been "in respect of the same property," but "in respect of the same estate." What the section meant was that there could not be a grant to more than four executors in respect of any one piece of property, and the court was, therefore, asked to direct that the oath of the four executors be accepted without calling upon any of the five executors to renounce.

Bucknill, J., in rejecting the application, said that in his view the registrar was right in his interpretation of the section, and an oath asking in effect for grants to five executors contravened s. 160.

Counsel: *Sir Gerald Hurst*, K.C., and *William Latey*, for the executors.

Solicitors: *Preston, Lane-Claypon and O'Kelly*.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Books Received.

Trust Accounts. By PRETOR W. CHANDLER, Master of the Supreme Court. Sixth Edition, 1936. Demy 8vo. pp. xxviii and (with Index) 408. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

Civil Judicial Statistics for the Year 1935. London: H.M. Stationery Office. 1s. net.

Analytical Guide to Decisions by the Umpire respecting Claims for Benefit. Part I—Introductions and Statutory Conditions. 1936. London: H.M. Stationery Office. 2s. 6d. net.

The Colonial Legal Service List. Second Edition, 1936. London: H.M. Stationery Office. 9d. net.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held on the 7th October at No. 60, Carey Street, London, W.C.2, with Mr. C. S. Bigg (Leicester) in the chair. The following directors were present: Sir A. Norman Hill, Bart., Sir Edmund Cook, C.B.E., Sir E. F. Knapp-Fisher, and Messrs. P. D. Botterell, C.B.E., A. J. Cash (Derby), T. G. Cowan, T. S. Curtis, G. C. Daw (Exeter), E. F. Dent, G. Keith, A. R. Moon (Manchester), R. C. Nesbitt, R. B. Pemberton, H. F. Plant, W. N. Riley (Brighton), F. S. Stancliffe (Manchester), H. White (Winchester), and the Secretary. The sum of £2,546 9s. was distributed in grants to necessitous cases; seventy-nine new members were admitted; and other general business was transacted.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, the 12th October, at 8 p.m. Mr. R. W. Bell proposed the motion: "That this House views with satisfaction Europe's declining birthrate." Mr. G. B. Burke opposed. Messrs. Redfern, Lawton, Everett, Pritchard, Wood-Smith, S. E. Redfern, Lawton and Hall also spoke, and the motion was put to the House and carried by four votes. There were fifteen members present.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 13th October (chairman, Mr. B. W. Main), the subject for debate was "That this House would welcome the overthrow of the present Government in Spain." Mr. G. Roberts opened in the affirmative. Mr. A. L. Ungoed Thomas opened in the negative. The following members also spoke: Messrs. A. Simkins, R. D. C. Graham, M. Foulis, G. Russo, E. Goodman, S. Lincoln, R. W. Jackling and J. E. Terry. The opener having replied, the motion was lost by nine votes. There were twenty-two members and eleven visitors present.

Bristol Incorporated Law Society.

ANNUAL REPORT.

The sixty-sixth annual general meeting of the Bristol Incorporated Law Society was held on Monday, 5th October. The following is the annual report of the Council which was presented at the meeting:—

LEGISLATION.—The Council draw attention to the following Acts of Parliament, 26 Geo. 5 and 26 Geo. 5 and 1 Edw. 8: Coinage Offences; Education; Housing; Finance; Land Registration; National Health Insurance; Old Age Pensions; Road Traffic (Driving Licences); Solicitors; Tithe; Unemployment Insurance (Agriculture); Widows', Orphans' and Old Age Contributory Pensions.

SOLICITORS' ACT, 1933.—Attention of members is drawn to the Rules dated the 22nd July, 1936, made the Council of The Law Society under s. 1 of this Act. No minimum scale has been decided upon for Bristol and therefore the scales laid down in r. 2 (A) will apply. Minimum scales are at present in force in adjoining districts and members may obtain particulars on application to the librarian. Members are particularly requested to report to the secretaries any cases which may come to their notice of solicitors contravening the rules.

POOR PERSONS COMMITTEE.—This committee during the year ending March, 1936, dealt with fifty applications for legal assistance. Of these thirty-one were granted, seventeen refused and two deferred. The committee again desire to thank those counsel and solicitors who have undertaken the conduct of these cases, and ask members who have not already done so, to allow their names to be placed on the rota so that the work may be more fairly distributed.

LEGAL EDUCATION—(1) SCHOOL OF LAW.—A grant of £720 has been received this year from The Law Society by the Bristol and District Board of Legal Studies. Various courses of lectures have been given by Professor M. M. Lewis, M.A., LL.B., Mr. A. M. Wilshere, M.A., LL.B., Mr. E. W. W. Veale, LL.D., Mr. K. H. Bain, LL.B., and Mr. F. A. Vallat, B.A., LL.B. The total number of students attending these lectures was twenty-seven, of whom ten were local students, six came from Gloucester, two from Bath and one each from Axbridge, Box, Cheltenham, Evesham, Frome, Minehead, Swindon, Taunton and Weston-super-Mare.

(2) BRISTOL UNIVERSITY—FACULTY OF LAW.—Fifteen articled clerks have been pursuing courses for the degree of LL.B., in addition to five students who will be articled in the future. The first final examination was held in June, and the following have been awarded the degree of LL.B.:—

With first-class Honours—F. W. C. Pitt (articled to Messrs. Bush, Clarke & Bush).

With second-class Honours—A. V. Cheshire (articled to Messrs. Tanner & Vowles); R. W. Peters (articled to Messrs. Stanley Wasbrough & Co.).

With third-class Honours—L. J. Fryer (articled to Messrs. Burges, Ware & Scammell).

(3) LAW SOCIETY'S EXAMINATIONS.—During the year seventeen articled clerks passed the examinations of The Law Society. Of these five passed the Final Examination, two the Intermediate, four the Intermediate (Legal portion), and six the Intermediate Book-keeping portion only.

Mr. C. H. Netcott, LL.B. (Lond.), articled to Mr. E. A. Painter obtained Second Class Honours at the Final Examination held in November last, and a prize to the value of £4 4s. has been awarded him. Mr. W. H. Cook articled to Mr. F. J. White, obtained Third Class Honours at the March Examination, and he has been awarded a prize of £2 2s.

The Council regret to have to report the deaths of Mr. H. E. Meade-King, B.A. Cantab., a member of the Council from 1902 to 1918, and President for the year 1912-13, Mr. W. B. Cumberland, Mr. Henry Dixon and Mr. L. W. Moore.

During the year Mr. Percy Baldwin retired from the Council, and the Council in exercise of their power under the seventh Article of Association, appointed Mr. S. J. Bayliss, a former Secretary of the Society, to fill the vacant post of Vice President.

The Council beg to acknowledge with thanks the presentation of the following books to the Library:—

The Letters of Sir Walter Scott, 1825–26, and 1826–28, by H. J. C. Grierson, M.A., LL.D., D.Litt.

The Members of the Council retiring by rotation are Mr. C. F. Loriston Clarke, Mr. Cyril Meade-King and Mr. E. W. W. Veale. The Council nominate Mr. E. W. W. Veale for re-election in exercise of their power under the fourth Article of Association.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Major Sir RONALD ROSS, Bt., M.C., M.P., be appointed Recorder of Sunderland, to succeed the late Mr. I. H. Stranger, K.C. Sir Ronald Ross, who is M.P. for Londonderry, was called to the Bar by the Inner Temple in 1913, and joined the North-Eastern Circuit.

The King has been pleased, on the recommendation of the Secretary of State, to whom the name was submitted by the Lord Justice General, to approve of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on Mr. MARSHALL MILLAR CRAIG, advocate. Mr. Miller Craig was admitted to the Faculty of Advocates in 1903.

The King, on the recommendation of the Secretary of State, has appointed Mr. P. F. HAMILTON GRIERSON, M.B.E., advocate, to be Sheriff Substitute of Inverness, Elgin and Nairn, at Elgin, in place of Mr. C. R. A. Howden, deceased.

The Secretary of State for Scotland has appointed Mr. W. M. PATERSON, First Class Depute, Sheriff Clerk Service, Glasgow, to be Sheriff Clerk of East Lothian at Haddington, in the room of Mr. A. Hamilton, who was recently appointed Sheriff Clerk of Fife.

Mr. R. GRESHAM COOKE, M.A., barrister-at-law, has been appointed Secretary of the British Road Federation as from 1st October, 1936, in succession to Mr. F. G. Bristow, C.B.E. Mr. Cooke was called to the Bar by the Inner Temple in 1930.

Major GERALD C. BENHAM, solicitor, of Colchester, has been chosen Mayor of Colchester for next year. Major Benham was admitted a solicitor in 1906.

Notes.

Mr. J. P. Eddy, K.C., the new Recorder of West Ham, took his seat for the first time at West Ham Quarter Sessions last week.

The Incorporated Society of Auctioneers announces that an address will be given by Sir John Stewart-Wallace, C.B., Chief Land Registrar, on "Registration of Title to Land" at 34, Queen's Gate, S.W.7, on Tuesday, 20th October, at 8 p.m. Attendance of all interested is cordially invited. Refreshments will be provided.

Lord Hewart will be the principal guest at the annual dinner of the Incorporated Secretaries' Association to be held at the Holborn Restaurant on Friday, 27th November. In consequence of the fusion with the Chartered Institute of Secretaries this will probably be the last dinner of the association as at present constituted.

The Court of Appeal—the Master of the Rolls, Lord Justice Romer, and Mr. Justice Macnaghten—last Tuesday held, says *The Times*, that the effect of ss. 120, 124 and 126 of the County Courts Act, 1888, as amended by the Administration of Justice (Appeals) Act, 1934, was that no appeal lay in the various matters which came within the provisions of s. 120 except with leave of the county court judge. Where, therefore, as in the appeal before the court, the action was founded in contract and the amount of the claim was less than £20, and the county court judge had refused leave to appeal, the appeal, which had been brought by leave of the Court of Appeal, was misconceived and was struck out.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

APPOINTMENT OF GENERAL MANAGER.

Consequent on the death of the late Managing Director, Mr. H. Basil Cahusac, which was reported in our issue of the 3rd October, the Directors of The Solicitors' Law Stationery Society, Limited, have appointed Mr. F. J. Holroyde to be General Manager and Secretary. A nephew of Mr. Cahusac, Mr. Holroyde joined the Head Office staff of the Society in 1923, was appointed Assistant Secretary on the 1st January, 1926, and Secretary on the 1st December of the same year.

Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness. Part II.	Group I. Mr. Justice Bennett. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Oct. 19	Blaker	Andrews	Andrews	Ritchie
,, 20	More	Jones	*More	Andrews
,, 21	Hicks Beach	Ritchie	*Hicks Beach	Jones
,, 22	Andrews	Blaker	Blaker	Hicks Beach
,, 23	Jones	More	*Jones	Blaker
,, 24	Ritchie	Hicks Beach	Ritchie	More
	Group I. Mr. Justice Crossman. Witness. Part I.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Oct. 19	*More	*Jones	Hicks Beach	*Blaker
,, 20	*Ritchie	*Hicks Beach	Blaker	Jones
,, 21	*Blaker	*Andrews	More	Ritchie
,, 22	Jones	*More	Ritchie	*Andrews
,, 23	*Hicks Beach	Ritchie	Andrews	More
,, 24	Andrews	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 22nd October, 1936.

	Div. Months.	Middle Price 14 Oct. 1936.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	115½	3 9 3	2 19 3
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after	JD	108⅛	3 4 9	2 17 2
Funding 4% Loan 1960-90	MN	117½	3 8 1	2 19 5
Funding 3% Loan 1959-69	AO	102¼	2 18 8	2 17 2
Funding 2½% Loan 1956-61	AO	93¼	2 13 7	2 17 10
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 0
Conversion 5% Loan 1944-64	MN	118	4 4 9	2 3 11
Conversion 4½% Loan 1940-44	JJ	110	4 1 10	2 7 2
Conversion 3½% Loan 1961 or after	AO	108¼	3 4 8	3 0 3
Conversion 3% Loan 1948-53	MS	104½	2 17 6	2 11 0
Conversion 2½% Loan 1944-49	AO	101½	2 9 4	2 6 3
Local Loans 3% Stock 1912 or after	JAJO	97⅝	3 1 5	—
Bank Stock	AO	380	3 3 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89½	3 1 5	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	117	3 16 11	3 0 0
India 3½% 1931 or after	JAJO	99¼	3 10 6	—
India 3% 1948 or after	JAJO	88	3 8 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114½xd	3 9 10	2 14 10
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 13 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 7 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	96	2 12 1	2 15 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 4
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	105	3 11 5	3 4 10
Canada 4% 1953-58	MS	113	3 10 10	3 0 2
*Natal 3% 1929-49	JJ	102	2 18 10	—
*New South Wales 3½% 1930-50	JJ	102	3 8 8	—
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
Nigeria 4% 1963	AO	114	3 10 2	3 4 4
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 2
South Africa 3½% 1953-73	JD	108	3 4 10	2 18 0
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	99	3 0 7	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 13 1
Essex County 3½% 1952-72	JD	106½	3 5 9	2 19 8
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	81½	3 1 4	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	97	3 1 10	—
Manchester 3% 1941 or after	FA	97½	3 1 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98½	3 0 11	3 1 1
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 16 11
Middlesex County Council 4% 1952-72	MN	113½xd	3 10 6	2 18 7
† Do. do. 4½% 1950-70	MN	115xd	3 18 3	3 3 1
Nottingham 3% Irredeemable	MN	96xd	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	118	3 7 10	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133½	3 14 11	—
Gt. Western Rly. 5% Preference	MA	124	4 0 8	—
Southern Rly. 4% Debenture	JJ	116	3 9 0	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3 11 1	3 5 6
Southern Rly. 5% Guaranteed	MA	133	3 15 2	—
Southern Rly. 5% Preference	MA	124	4 0 8	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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